

### PERMISSION AGREEMENT

This permission agreement (hereinafter referred to as "Agreement"), dated March 10, 2008 is between Marilyn Monroe LLC (hereinafter referred to as Licensors), c/o CMG Worldwide Inc., located at 10500 Crosspoint Boulevard, Indianapolis, Indiana 46256 and JPMorgan Chase Bank (hereinafter referred to as "Licensee"), located at 410 Park Avenue, Floor 3, New York, New York 10022-4407,

WHEREAS, Licensors is the owner of certain intellectual property rights in and to the late Marilyn Monroe including various trademark registrations in and to the name Marilyn Monroe (hereinafter collectively referred to as "Property").

WHEREAS, Licensee desires to utilize the Property in connection with and upcoming exhibit (hereinafter referred to as the "Exhibit") upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises and undertakings herein contained and for the non-refundable sum of Three Thousand dollars (\$3,000) payable upon execution of this Agreement, the parties agree that Licensee shall have the non-exclusive right to use the Property in the Exhibit as outlined below:

- Three (3) original portraits of Property as portrayed by Andy Warhol, attached as Schedule A, may be included in an exhibit consisting of 60 total paintings all of which owned by Licensee titled "Collected Visions: Works from the JPMorgan Chase Art Collection";
- The same (3) images will also appear on 3,000 exhibit pamphlets and inside 2,500 Exhibit catalogs some of which would be distributed to clients free of charge while others will be sold at the Exhibit gift shop;
- The same (3) images may also be included in 100 compact discs on the exhibit to be sent free of charge to members of the press;
- The Exhibit will only take place at the Emperor's Hall in Dubai, United Arab Emirates (hereinafter referred to as "Territory");
- For a period of eight weeks ending no later than ~~April 30, 2008~~ <sup>May 1, 2008</sup> (hereinafter referred to as "Term");
- Notwithstanding the foregoing, it is understood that Licensee may not use Property's name or image on any promotional and/or advertising materials for the Exhibit (other than those listed above) or for itself without the express written consent of Licensors.

Licensee warrants that any and all uses of the Property in the Exhibit will contain the following notation and failure to include this notation constitutes a material breach of the Agreement:

**Marilyn Monroe™ by CMG Worldwide Inc., Indianapolis, Indiana, 46256 USA**  
**www.MarilynMonroe.com**

Upon expiration of the Term of this Agreement, except as otherwise provided in this Agreement, all rights granted the Licensee shall automatically terminate.

Licensee warrants to send two (2) copies of the finished Exhibit catalog and pamphlet to Licensors. Licensee also agrees to provide an accounting of the number of Exhibit catalogs and pamphlets printed and distributed to the Licensors within 30 days after the close of the

Term of this Agreement.

The license hereby granted is and shall be personal to the Licensee and shall not be assignable by any action of the Licensee or by operation of the law, and any attempt at such assignment shall be null and void. The Licensee shall have no right to grant any sublicenses. This Agreement shall inure to the benefit of and shall be binding upon Licensors successors and assigns.

Licensee acknowledges the value, goodwill and rights of Licensors in the Property. Licensee waives all claim of and to ownership of any rights in the Property it has or may obtain during the Term of this Agreement and agrees that it shall not during or after the Term of this Agreement, contest or assist others in contesting Licensors rights in or to the Property.

This Agreement in no manner absolves Licensee of its responsibility, if any, to procure legally sufficient permission from the copyright owner(s) of the photographs, illustrations, and/or artwork utilized in conjunction with this Exhibit. Licensee agrees to indemnify and hold harmless Licensors and its agent from any and all claims made by third parties with respect to copyrighted materials utilized in conjunction with this Agreement.

Licensee hereby assigns and at Licensors request, the Licensee shall execute assignments in favor of Licensors of any and all trademarks and/or copyrights, of whatever kind relating to the Property without further consideration and Licensee hereby assigns and will upon the request of Licensors execute documents confirming such assignment to the Licensors of any rights, if any, which Licensee may have acquired through its use of the Property.

Any and all rights in and to said Property which are not expressly granted to the Licensee are hereby reserved by the Licensors. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those herein contained.

Should any dispute occur under or based in any manner upon this Agreement or the actions, statements or omissions undertaken in connection with the subject matter of this Agreement, the parties consent to personal jurisdiction in Indiana. The parties further agree that the validity, performance and construction of this Agreement shall be governed by the laws of the State of Indiana without regard to otherwise applicable choice of law provisions. Except as otherwise provided in this Agreement, any legal action arising out of, concerning, relating to or requiring interpretation of this Agreement shall be brought, according to Licensors sole discretion, in Indiana State Court, the United States District Court for the Southern District of Indiana, or Arbitration in Indianapolis, Indiana, in accordance with the rules of the American Arbitration Association, the choice thereof to be the sole opinion and judgment of the Licensors. The judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In addition, in the event of any dispute or action or arbitration hereunder, the Licensors shall be entitled to recover its reasonable attorney's fees, in the event it prevails.

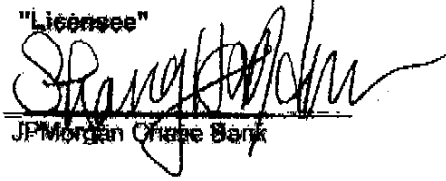
This Agreement may be executed in any number of counterparts, including facsimile counterparts, each of which shall be deemed to be an original but all of which together shall

constitute one and the same Agreement. Signatures conveyed by facsimile transmission shall serve to bind the parties to this Agreement.

"Licensor"

\_\_\_\_\_  
Marilyn Monroe LLC

"Licensee"

  
\_\_\_\_\_  
JPMorgan Chase Bank